

my orlando villa

Rental Terms and Conditions

General

- The words '*property*' or '*villa*' refer to the property known as 324 Burford Circle, Davenport FL 33896. The words '*we*', '*us*' and '*our*' refer to the owners of the property who are Elizabeth and Graeme Atkins. The words '*you*', '*your*' and '*the client*' refer to the party leader as indicated on the Booking Form who is deemed to be responsible for him/herself and all others in his/her party while occupying the villa
- The return of the completed Booking Form or receipt of the deposit confirms your acceptance of the terms and conditions as set out and shall be binding on the person(s) included in the booking and occupying the premises
- No parties of all male or all female guests who are all under the age of 25 can be accepted. No party leader under the age of 25 will be accepted
- No pets can be accepted
- For the comfort of all guests the villa and outdoor areas are non-smoking. A \$150 (£100) fee may be charged for ionisation if smoking in the home is detected
- To ensure comfort, security and peace of mind the villa is registered with the Florida state authorities and complies fully with all relevant legislation
- Stays of 5 nights or less will incur an additional cleaning fee of \$92.50 [£70]
- The villa is available for occupation from 1600 hours local time on the first day of the booking
- Departure time is 1000 hours local time unless otherwise agreed in advance with the management company or with the villa owners
- All local telephone calls are free. All other calls are to be paid for as taken.
- All bed linen and towels (except cot linen) are provided for your needs.
- The villa has high speed wireless internet access (subject to technical availability). To take advantage of this you will need to bring your own laptop or other mobile device

Payment details

- A non-refundable deposit of \$200 (£150) per week of stay is due within 7 days of your initial reservation
- Once your deposit has been cleared we will send you a confirmation of booking
- Payment of the balance is due eight weeks prior to your arrival date. Once your final payment has been cleared we will send you arrival information approximately two weeks prior to your arrival

- A refundable security deposit/breakages bond of \$250 [£200] must be paid with the final balance (see below for further details)
- All cheques should be made payable to "Elizabeth and Graeme Atkins"

Security/Breakages Bond

- The security/breakages deposit will be returned within 30 days of your departure, providing the villa management company have reported no breakages and you have returned the key as requested. The villa inventory is checked prior to your arrival and after your departure and they will advise of any faults or losses. There may be additional cleaning costs for spills, stains etc
- We retain the right to withhold the security deposit (either in part or full) to cover breakages, damage, non-return of the key or failure to properly secure the property.
- The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge of \$50 [£40] from your security deposit
- You will be provided with one key for the villa. Should you lock yourself out, you must telephone the villa management company immediately and they will allow you re-entry into the house. This service is chargeable, depending on the call out time \$25 [£20] in office hours, \$100 [£75] out of office hours)
- The client is responsible for any damage to the property or breakages therein or damage to its contents that may be caused by any of the party in the property during your stay. This also applies to items in the inventory. All damage caused or any faults found at the villa must be reported to the management company at the earliest opportunity
- We reserve the right to seek compensation from the party leader for any and all damage and breakages caused which may exceed the value of the security deposit within 14 days of receiving notice thereof
- Florida has a sub-tropical climate and care must be taken to ensure that no food is left unsealed. Such items can attract insects very quickly and any added costs for pest control services incurred from lack of care in this regard will be passed to you

Safety and Security

- Due to Florida state fire regulations, under no circumstances may more than the maximum number of persons identified on the Booking Form occupy the property
- Any unauthorised occupancy by people not in the original party will result in the immediate termination of the rental agreement without refund of monies
- Children under 18 must be supervised **AT ALL TIMES** whilst in the pool area and must under no circumstance remain in the villa without the presence of a responsible adult
- Glass is **NOT** permitted in the pool area. Plastic glasses are provided for use outside the villa
- We reserve the right to terminate your stay without compensation where the unreasonable behaviour of any member of the party impairs unduly the enjoyment, comfort or health of others

Liability

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool and villa
- It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa

Complaints or Dissatisfaction

- In the unlikely event of a complaint during your stay please contact the management company immediately
- If the matter cannot be resolved to your satisfaction, you should contact the owner by email or by letter within 14 days of the end of the rental period
- If the problem has not been reported to the Management Company, the owner cannot accept any responsibility

Cancellation

- In the event of your party needing to cancel, the following conditions will apply -
 - Cancellation notice 8 weeks or more prior to arrival date = Loss of deposit
 - Cancellation notice less than 8 weeks but more than 5 weeks prior to arrival date = 50% of the total charge
 - Cancellation notice of less than 5 weeks = 100% of the total charge
- Deposits are not refundable upon cancellation
- Please ensure you have adequate travel insurance from the date of your booking to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss

Cancellation by the Villa Owner or Management Company

- **Force Majeure:** Your booking will not be cancelled by us; however the owners or their agents cannot accept responsibility for or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our reasonable control which may make occupying the villa impracticable. However, in such circumstances, our management company will always help by seeking to relocate your booking to a villa of a similar or superior standard

Disclaimer

- **LIABILITY** – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects, however caused
- The owners and their agents reserve the right of entry at any time (includes such workers as pool maintenance, gardeners etc.)
- Whilst all information supplied on our website is given in good faith and is deemed to be correct to the best of our knowledge, the information supplied is for guidance purposes only and does not form any part of the booking contract

Pool Maintenance and Heating

- The pool and spa are maintained by contractors who service and chemically balance them weekly. Between services it is possible the pool and spa may lose minimal water or chemicals or, in stormy weather, show signs of dirt. A pool net is provided to enable you to clear any debris in the water. Any major concerns should be reported to the management company
- The spa and pool heaters are made up of electrical and mechanical components, which can malfunction. The home owners and our management company and vendors, will not be held responsible for the failure of the equipment. However everything possible will be done to remedy any difficulty in this regard as soon as reasonably possible
- Spa and pool heat can be affected by the external temperature, especially in the cooler months. If the heater is found to be operating correctly but not providing heated water due to the temperatures, neither refund nor compensation will be given. If you have requested pool heating you must report immediately if the pool is not heated. Should a problem with the pool heater be identified, you will be refunded any pool heating monies from the day you report the problem until it is rectified with no further compensation
- Spa and pool call outs are only available during working hours. Should guests require attention out of hours that is non-emergency related (i.e. pool not heating) there may be a call out charge of \$50 [£40]
- Spa and pool heating normally starts on the morning of your arrival day. Please note that it takes 24 hours to heat the pool fully
- If you do not pre-order pool heating and decide, after arriving, that you would like the pool heating to be turned on, there may be a call-out fee of \$15 [£12] should our management company not be in the area

Law

- This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice

Visit our website at <http://www.myorlandovilla.co.uk>

If you need further information please contact the owners, Elizabeth and Graeme Atkins

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